

Second, the office action objected to the terms “rigidity” and “toughness,” indicating that the two terms may have the same meaning. Applicant previously addressed this issue, noting that the terms “rigidity” and “toughness” do not have the same meaning as used in the present application. It is well established that words in a claim are normally given their ordinary meaning. *See Dow Chemical v. Sumitomo Chemical Co.*, 59 U.S.P.Q.2d 1609 (Fed Cir. 2001), and that dictionaries may be referred to in determining the ordinary meaning. *See Optical Disc Corp. v. Del Mar Avionics*, 54 U.S.P.Q.2d 1289 (Fed. Cir. 2000). In this instance, *Random House Webster’s College Dictionary* defines the term “tough” as “strong and durable; not easily broken or cut.” The same source, however, defines “rigid” as “stiff; unyielding; not pliant.” It is very well understood by those of ordinary skill in the art that, using these definitions, the term “greater toughness...than the plastics material” refers to the hinge elements being stronger and more durable than the plastics material forming the panels. Similarly, one of ordinary skill in the art would have no difficulty understanding that the term “less rigidity” as used in claim 2 is being used to describe the hinge elements as being less yielding and more pliant than the panels. There is nothing in the present application that would indicate the use of contrary definitions. Unfortunately, these arguments were not even addressed in the second office action. Applicant therefore respectfully requests that these definitions be considered at this time.

The office action rejected claims 1-3, 7-9, and 11-14 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,829,595, issued to Brown et al. The office action also rejected claims 4-6, 10 and 15-17 under 35 U.S.C. § 103(a) as being unpatentable over the Brown et al. reference in view of U.S. Patent No. 4,407,427, issued to Reuter.

First, Applicant notes that the “box blank” described in the Brown et al. reference is actually a pallet sleeve, an object with different characteristics than a box blank. Additionally and in response to these rejections, Applicant has further amended claims 1 and 9 to describe the box blank as being a unitary blank. The purpose of this amendment is to clarify that the block is formed as a singular object in which the completed article comprises a single piece of material. As is discussed in the “Background of the Invention,” conventional boxes include limitations such as weak hinges and the requirement that individual flaps be taped or otherwise secured in order to prevent the flaps from caving in or opening up. Both of these problems are minimized by the box blank of the present invention. By forming a singular box blank in which all of the panels are bonded to each other via the hinge elements, the strength of hinges is increased, and a product is manufactured where flaps do not need to be taped to other surfaces of the box. This feature is noticeably absent from the Brown et al. reference, in which individual components are formed separate from each other. As a result, the “box” described in the Brown et al. reference has several pieces, such as the load supporting deck 34 and the side wall 52, that are not permanently secured to each other, creating additional hinge areas of potential weakness. The present invention overcomes these drawbacks by having every portion of the box blank permanently coupled to every other portion. Therefore, the feature of a unitary box blank formed as described in claims 1-3, 7-9 and 11-14 is not disclosed anywhere in the Brown et al. reference. These claims, as amended, are not anticipated over the Brown et al. reference.

Likewise, claims 4-6, 10 and 15-17 are patentable over the prior art. As discussed above, the Brown et al. reference does not disclose a unitary or singular box blank as

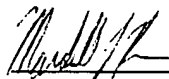
described in the claims as amended. Furthermore, not only does the Reuter reference fail to discuss a unitary box blank, the Reuter reference does not disclose any form of box blank at all. The Brown et al. reference and the Reuter reference, even in combination, do not disclose, teach, or even suggest a unitary box blank as described in the claims as amended. Applicant therefore submits that claims 1-3, 7-9 and 11-14 are therefore not obvious based upon the prior art cited in the office action.

Applicant therefore submits that all outstanding rejections have been overcome by the foregoing amendments and remarks, and that each of currently pending claims 1-17 are now in condition for allowance. Therefore, reconsideration and favorable action is hereby requested.

A check for \$370.00 covering the attached Request for Continued Examination is submitted with this reply. The Commissioner is hereby authorized to charge any deficiency or credit any overpayment to Deposit Account No. 06-1450 of Foley & Lardner, duplicate copy attached.

Respectfully submitted,

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Paul E. Schaafsma
Registration No. 32,664

Marshall J. Brown
Registration No. 44,566

FOLEY & LARDNER
One IBM Plaza, Suite 3300
330 North Wabash Avenue
Chicago, IL 60611-3608
Telephone: (312) 755-1900